

EXHIBIT B



RE: Lehman Brothers Holdings, Inc. - Request for Stipulation

Win, Zaw to: MAPENA@nmmlaw.com

07/25/2011 12:18 PM

Cc: Randy Kennon, "MMandell@nmmlaw.com"

Melissa,

We are reviewing this matter and expect to have a response later this week.

Best regards,



Zaw Win

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
zaw.win@weil.com
+1 212 310 8634 Direct
+1 212 310 8007 Fax

From: MAPENA@nmmlaw.com [mailto:MAPENA@nmmlaw.com]
Sent: Friday, July 15, 2011 5:05 PM
To: Win, Zaw
Cc: Randy Kennon; MMandell@nmmlaw.com
Subject: Lehman Brothers Holdings, Inc. - Request for Stipulation

Dear Counsel:

This firm has been retained to serve as local counsel for Fannie Marie Gaines. Ms. Gaines commenced an action in the Superior Court of California against various defendants, including a Joshua Tornberg and Aurora Loan Services, LLC. In sum, Ms. Gaines alleges that the purported Warranty Deed which conveyed her property to Tornberg was invalid as well as a Deed of Trust for the subject property that Tornberg provided to Aurora. By way of a Fifth Amended Complaint, a copy of which is annexed hereto, Ms. Gaines seeks to cancel the Warranty Deed and asserts a Quiet Title claim seeking a declaratory ruling that Aurora has no interest in the property. Put simply, Tornberg was not the rightful owner of the property and had no ability to enter into the Deed of Trust with Aurora.

Aurora filed an Answer to the action acknowledging that it was the holder of the subject Deed of Trust. Thereafter, Aurora filed a motion seeking leave to file an Amended Answer on the grounds that it is not the holder of the Deed of Trust. Rather, the Deed of Trust belongs to the debtor, Lehman Brothers Holdings, Inc. (the "Debtor").

We write to explore the possibility of entering into a Stipulation with the Debtor granting Ms. Gaines relief from the automatic stay. A logical starting point would be to determine whether the Debtor maintains title insurance for the subject claim as perhaps the parties could stipulate to stay relief to allow Ms. Gaines to proceed against the policy.

Upon your review of this matter, please contact us. We are hopeful that we can reach an agreement with the Debtor.

Thank you.

Melissa Pena

Norris McLaughlin & Marcus, P.A.

t: 212-808-0700 | d: 917.369.8847 | f: 212.808.0844 | e: mapena@nmmlaw.com | www.nmmlaw.com

NY Office: 875 Third Ave | 8th Floor | New York, NY 10022

Bridgewater, NJ | New York, NY | Allentown, PA

NOTICE: This e-mail is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please do not distribute it and notify the sender immediately by e-mail or by telephone at 212-808-0700 and delete the original message. Thank You.
<http://www.nmmlaw.com>

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email (postmaster@weil.com), and destroy the original message. Thank you.